

ORIGINAL

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

PHYLLIS DARLENE STECZ-HUNTER §

Plaintiff, §

V. §

UNITED STATES §
DEPARTMENT OF EDUCATION, §

and §

ALLIED INTERSTATE, LLC §

Defendants §

CIVIL ACTION NO.

419-CV-142-0

PLAINTIFF'S ORIGINAL COMPLAINT

NOW COMES, Phyllis Darlene Stecz-Hunter, an individual ("Plaintiff"), and moves this Court for injunctive and other appropriate relief against the United States Department of Education ("DOE") and Allied Interstate, LLC ("Allied") collectively "Defendants" for violations of the Freedom of Information, 5 U.S.C. §552 and Privacy Acts 5 U.S.C. §552a ("FOIA"); violations of the Administrative Procedures Act ("APA") 34 C.F.R §5b ; and violations of the Fair Debt Collection Practices Act ("FDCPA") 15 U.S. C. 1692 regarding Plaintiff's personal record maintained in the National Student Loan Data System ("NSLDS").

Plaintiff is an individual residing in Tarrant County, Texas.

Defendant, DOE may be served with process via certified mail to the General Counsel, or Deputy General Counsel, Department of Education , 400 Maryland Ave., SW, Washington, DC. 20202.

Defendant Allied can be served with process via certified mail with its registered agency CT Corporation, 1999 Bryan St., #900, Dallas, Texas 75201.

By way of further notice, service may be delivered to the United States Attorney, Erin Nealy Cox, United States Attorney's Office, Northern District of Texas, at Burnett Plaza, Suite 1700, 801 Cherry Street, Unit #4, Fort Worth, Texas 76102.

Jurisdiction and Venue

1. This Court has both subject matter jurisdiction over this action and personal jurisdiction over the parties pursuant to the FOIA and Privacy Acts 5 U.S.C § 552(a)(4)(B) and § 552a(g)(5) and 5 U.S.C. § 702.
2. Supplemental Jurisdiction exists in Plaintiff's claim under The Administrative Procedures Act 34 C.F.R. § 5b.8(a)(ii).
3. Venue in this Court is proper. 28 U.S.C. §1391.

Factual Allegations

4. The Plaintiff is a United States Citizen residing in Tarrant County, Texas.
5. The DOE is a Department of the Executive Branch of the U.S. Government and an agency within the meaning of 5 U.S.C § 552(f)(1). The Department headquarters are located in Washington, D.C.
6. Allied is a collection agency and qualified as a guarantee agency under 20 U.S.C. § 1085(j).
7. In April 2016, Defendants began garnishment of Plaintiff's wages based on the attached Exhibit A, a copy of the wage garnishment order. Plaintiff attempted contacting each

Defendant for information on amounts claimed as owed. Plaintiff has not been provided a copy of a valid note. Defendants ceased responding to Plaintiff's requests.

8. On or about September 21, 2018 Plaintiff submitted a FOIA Request to Defendant, DOE, including a Certification of Identity and Consent Form requesting a "complete copy of my consolidated promissory note".
9. On or about September 24, 2018, Plaintiff received an email from Julian Johnson, an ED FOIA Manager with the U.S. Department of Education confirming receipt of the request and assigning FOIA Request No. 18-00124.
10. Plaintiff received a letter dated October 2, 2018 via regular mail from the Default Resolution Group, which stated in part, "Our records indicate that a copy of your promissory note was sent to you under separate cover."
11. In response, on or about October 5, 2018 Plaintiff sent a letter to the Default Resolution Group requesting an appeal to the response on October 2, 2018 indicating the copy of Note previously provided was missing pages, incomplete, altered and not accurate for the calculations of amounts claimed due to the Defendants.
12. On or about October 19, 2018 Plaintiff sent a request to expedite the requested response to the FOIA.
13. On or about October 22, 2018, Plaintiff received a letter from Melissa Yancy-Venson, Loan Analyst with the Department of Education, dated October 5th, attached as Exhibit B. The letter claims to provide a copy of "your Consolidated Promissory Note". The Note is incomplete, missing the first two pages, which would provide the loan amounts.

14. On or about October 24, 2018, Plaintiff mailed and emailed a Letter of Appeal to the FOIA Appeals Coordinator, FOIA Analyst, Art C. Caliguiran for the correction or deletion of the record.
15. On or about October 25, 2018, Plaintiff emailed and mailed a response to the October 24, 2018 Letter of Appeal to the FOIA to Mr. Caliguiran, for the correction of the record.
16. Via email, on or about October 26, 2018, Mr. Caliguiran indicated that the Plaintiff call 1-800-621-3115, the Default Loan Department of the US Department of Education to contact the “loan servicer to discuss the discrepancy...”.
17. Plaintiff attempted to call but was told the account was with Allied. When Plaintiff called Allied they claimed the account was with the DOE.
18. In response, on or about October 26, 2018, Plaintiff sent a letter to the DOE again requesting the correction or deletion of the record. The calculations of the Defendants as due cannot be calculated with accuracy or completeness with this record or Note.
19. As of today, Plaintiff has not received an acknowledgement or response to the October 26, 2018 letter.

FOIA and Privacy Act Violations

20. Plaintiff incorporates all of the preceding paragraphs as if herein restated for reference.
21. Defendant DOE’s failure to acknowledge Plaintiff’s Appeal within 10 days violates the statutory deadlines under 34 C.F.R. §5b.7. Plaintiff exhausted all administrative remedies with the DOE in attempts to correct or delete the record. § 552a (d)(2) 552. DOE’s failure to respond is constructive denial of an appeal and exhaustion of Plaintiff’s administrative remedies. 34 C.F.R. 5.40(c).

22. Defendants are acting in a manner that is intentional and willful in refusing to correct or delete the record and continuing to garnish Plaintiff's wages with altered and incomplete information. § 552a (g)(1)(4).
23. Defendants are aware that the record Note is altered, unenforceable and missing valid information. The record Note is not enforceable and should be discharged. 34 C.F.R. 682.208(b)(3)(i).
24. Defendants are unable to enforce the Note through the Courts but have chosen to collect through administrative garnishment.
25. Defendants have collected approximately \$38,621.26 from the Plaintiff through garnishments and voluntary payments and continue to collect with an unenforceable note.
26. The DOE fails to delete or discharge the record they control in the NSLDS § 552a (a)(5).
27. The Note is altered, incomplete, and inaccurate and therefore void and unenforceable. This record has an adverse effect in determining Plaintiff's rights, benefits and privileges. § 552a (e)(5)&(6). 34 C.F.R. § 5b.4(a)(2).

Unenforceable Note

28. Plaintiff incorporates all of the preceding paragraphs as if herein restated for reference.
29. It is clear that the Note is materially altered in that there are missing pages rendering the Note unenforceable. V.T.C.A. TEX Bus & C. §3.407. U.C.C. 3.804-805.
30. The Note is an incomplete instrument and the Defendants continue collection knowing the Note is not enforceable through the Courts but chose to enforce with administrative wage garnishment.
31. Defendants, Allied and/or DOE failed to exercise ordinary care in the maintenance of the Note, which has been altered. V.T.C.A. TEX Bus & C §3.406.

32. Defendant's Allied and/or DOE do not have ownership nor can they claim they are holders of the Note.

Deceptive Trade Practices

33. Plaintiff incorporates all of the preceding paragraphs as if herein restated for reference.

34. Under the FDCPA, a consumer is a natural person obligated or allegedly obligated to pay a debt. 15 U.S.C. §1692(a)3.

35. Defendant Allied is a debt collector. §1692a(6).

36. Allied has violated the FDCPA acting with impunity and continues to violate the FDCPA based on the following:

- a. Allied is collecting on an unenforceable note in violation of §1692e of the FDCPA by making false, deceptive, and misleading representations in connection with the collection of this alleged debt;
- b. Allied violated §1692e(2) of the FDCPA by misrepresenting the legal status of the alleged debt;
- c. Allied violated §1692e(10) of the FDCPA by making false representations and engaging in deceptive means to collect the alleged debt;
- d. Allied violated § 1692f of the FDCPA by engaging in unfair and unconscionable means to collect or attempt to collect the alleged debt; and
- e. Allied is in violation of § 1692(g) of the FDCPA and the Texas Finance Code § 392.202 continuing collection and garnishment of Plaintiff's wages without providing proof of a valid debt.

37. Plaintiff seeks statutory damages as allowed by §1692k \$1,000.00 per incident and compensatory damages in the amount of \$200,000.00.

Violations of the FOIA and Privacy Acts

38. Defendants continue to use unfair and unconscionable conduct collecting on a void or unenforceable note through administrative garnishment of Plaintiff's wages.
39. Plaintiff is entitled to injunctive and other appropriate relief compelling the deletion correction of the personal record maintained on the Plaintiff in the NSLDS.
40. Plaintiff is entitled to her reasonable attorneys' fees, if attorney fees are required and Plaintiff's costs associated with the filing of this complaint. Plaintiff is entitled to actual damages and statutory damages for an amount of not less than \$1,000. 5 U.S.C. § 552a (g)(4).

Prayer

WHEREFORE, Plaintiff prays that this Court:

Declare that the Note is altered, void, inaccurate and incomplete.

Declare that the Defendants did not exercise ordinary care, which contributed to the material alteration of the Note.

Declare that the record be deleted from the NSLDS system of records because of inaccuracy and alteration.

Declare that the DOE's continued delay in responding to Plaintiff's FOIA appeal, given the absence of any unusual circumstances is unlawful under the FOIA.

Declare that the Defendants acted unlawful, willful and intentional by not deleting the altered record prior to the filing of this lawsuit.

Declare that the Defendants acted intentionally and willfully by continuing collection on the altered or unenforceable Note through administrative garnishment.

Declare that the Defendants acted intentionally and willfully by refusing Plaintiff's request to resolve this matter prior to the filing of this lawsuit.

Order the Defendants to cease garnishing Plaintiff's wages immediately.

Order the Defendants to return all amounts paid by the Plaintiff to Defendants, Allied and the DOE including interest.

Award the Plaintiff statutory reasonable attorney's fees, if an attorney is hired and Plaintiff's costs associated with the filing of this lawsuit.

Award the Plaintiff statutory and actual damages.

WHEREFORE, Plaintiff, Phyllis Darlene Stecz-Hunter requests the relief herein sought including an award for costs, reasonable attorney fees, if an attorney is required, statutory and actual damages and such other further relief as the Court shall deem proper.

Respectfully submitted,

A handwritten signature in black ink that reads "P Darlene Stecz Hunter". The signature is written in a cursive, flowing style.

P. Darlene Stecz-Hunter Pro Se
pdarlenesteczhunter@yahoo.com
877-280-3520 fax

EXHIBIT A



Fax From:
Allied Interstate LLC

To: ATTN: PAYROLL

Fax: (877) 408-8976

C/O:

From: Allied Interstate LLC

Date: 3/29/2016

CC: 62466692

800-811-4214

Comments:

Please fill out and return the attached document(s) via fax to 973-944-1955 or toll-free 866-499-2462.

If you have any questions or concerns, please contact us at 800-715-0395.

Thank you.

Dmcc
Student loans

Confidentiality Notice:

The document(s) accompanying this fax contain confidential information which is legally privileged. The information is intended only for the use of the intended recipient named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of the telecopied information, except its direct delivery to the intended recipient named above, is strictly prohibited. If you have received this fax in error, please notify us immediately by telephone to arrange for return of the original documents to us.



358654337 003674 *****AUTO**MIXED AADC 200
SUPERMEDIA LLC
2200 WEST AIRFIELD DRIVE
PO BOX 619810
DFW AIRPORT TX 75261-0810

June 3, 2015

ACCOUNT #: 1002432327

LETTER TO EMPLOYER & IMPORTANT NOTICE TO EMPLOYER

Dear Employer,

One of your employees has been identified as owing a delinquent nontax debt to the United States. The Debt Collection Improvement Act of 1996 (DCIA) permits Federal agencies to garnish the pay of individuals who owe such debt without first obtaining a court order. Enclosed is a Wage Garnishment Order directing you to withhold a portion of the employee's pay each pay period and to forward those amounts to us. We have previously notified the employee that this action was going to take place and have provided the employee with the opportunity to dispute the debt.

As both a businessperson and a taxpayer you can understand and appreciate the importance of ensuring that duly owed debts do not go unpaid. Your cooperation in complying with the enclosed Wage Garnishment Order will assist in our efforts to collect the billions of dollars in delinquent nontax debt owed to the United States. A Wage Garnishment Worksheet is enclosed to assist you in determining the proper amount to withhold.

Please read the enclosed documents carefully. They contain important information concerning your responsibilities to comply with this Order. If you have any questions, please call the contact name listed on the Order.

Thank you for your cooperation.

See reverse for Important Notice to Employer.

Enclosures: Wage Garnishment Order (SF-329B)
Wage Garnishment Worksheet (SF-329C)
Employer Certification (SF-329D)

STANDARD FORM 329A (11-98)
Prescribed by 31 CFR 283.11

WG15DV02

www.mydedebt.com

001574

IMPORTANT NOTICE TO EMPLOYER

FEDERAL LAW (31 U.S.C. 3720D, 31 C.F.R. 285.11) PROVIDES:

1. Federal law supersedes State law. Federal law applies to wage garnishment pursuant to the Wage Garnishment Order notwithstanding State law.
2. Disposable pay. For purposes of the Wage Garnishment Order, "disposable pay" means the employee's compensation (including, but not limited to, salary, overtime, bonuses, commissions, sick leave and vacation pay) from an employer after the deduction of health insurance premiums and any amounts required by law to be withheld. Proper deductions include Federal, State, and local taxes, State unemployment and disability taxes, social security taxes, and involuntary pension contributions, but do not include voluntary pension or retirement plan contributions, union dues, or amounts withheld pursuant to a court order, and the like. A Wage Garnishment Worksheet is included with the Wage Garnishment Order to assist the employer in calculating disposable pay and the wage garnishment amount.
3. Multiple Withholding Orders. If in addition to the Wage Garnishment Order you, as employer, are served with other withholding orders pertaining to the same employee, then you may withhold sufficient amounts to satisfy the multiple withholding orders simultaneously, up to the maximum amount of 25%. The Wage Garnishment Order should be paid before garnishment or withholding orders that you receive after you receive this one, EXCEPT that family support orders always should be paid first. Upon termination of the family support or prior withholding order(s), the amount withheld for the Wage Garnishment Order shall be increased to the amount stated in Section 2 of the Wage Garnishment Order.
4. Pay cycles. An employer is not required to vary its normal pay and disbursement cycles to comply with the Wage Garnishment Order.
5. Failure to comply. AN EMPLOYER WHO FAILS TO COMPLY WITH THE WAGE GARNISHMENT ORDER SHALL BE LIABLE FOR ANY AMOUNTS THAT THE EMPLOYER FAILS TO WITHHOLD UNDER THE WAGE GARNISHMENT ORDER, PLUS ATTORNEY'S FEES AND COSTS INCURRED BY THE CREDITOR AGENCY TO ENFORCE THE WAGE GARNISHMENT ORDER. IN ADDITION, THE EMPLOYER WHO FAILS TO COMPLY WITH THE WAGE GARNISHMENT ORDER MAY BE LIABLE FOR PUNITIVE DAMAGES AS DETERMINED BY A COURT OF COMPETENT JURISDICTION.
6. No retaliation. AN INDIVIDUAL MAY SUE ANY EMPLOYER WHO DISCHARGES FROM EMPLOYMENT, REFUSES TO EMPLOY, OR TAKES DISCIPLINARY ACTION AGAINST AN INDIVIDUAL SUBJECT TO A WAGE GARNISHMENT ORDER BY REASON OF THE FACT THAT THE INDIVIDUAL'S WAGES HAVE BEEN SUBJECT TO GARNISHMENT UNDER 31 U.S.C. 3720D. A COURT OF COMPETENT JURISDICTION SHALL AWARD ATTORNEY'S FEES TO A PREVAILING EMPLOYEE, AND, IN ITS DISCRETION, MAY ORDER REINSTATEMENT OF THE INDIVIDUAL, AWARD PUNITIVE DAMAGES AND BACK PAY TO THE EMPLOYEE, OR ORDER SUCH OTHER REMEDY AS MAY BE REASONABLY NECESSARY.

**UNITED STATES GOVERNMENT
WAGE GARNISHMENT ORDER (SF-329B)**

1. Date of this Order: 06/03/2015		2. Date Mailed to Employer: 06/03/2015		3. Creditor Agency Tracing No. (refer to this number in all correspondence) 1002432327	
RE:		4. Employee Name: PHYLLIS D STECZ		5. Employee Social Security No.: 457-35-6067	
TO:		6. Employer: SUPERMEDIA LLC		7. Employer Mailing Address (include street address, P.O. Box, suite no., city, state, zip code): 2200 WEST AIRFIELD DRIVE PO BOX 619810 DFW AIRPORT TX 75261-9810	
FROM:		8. Creditor Agency: ALLIED INTERSTATE, INC.		9. Creditor Agency Mailing Address (include street address, city, state, zip code): US DEPARTMENT OF EDUCATION NATIONAL PAYMENT CENTER PO BOX 105081 ATLANTA GA 30348-5081	
		10. Contact Name: ALLIED INTERSTATE, INC.		11. Telephone No.: 800-715-0395	
		12. Internet e-mail address:		13. Fax No.:	
14. Amount Due: \$77,512.32		15. As of (Month/Day/Year): 06/03/2015		Note: The amount due may be increased as a result of additional interest, penalties, and other costs being assessed by the Creditor Agency.	

Section 1. ORDER. YOU, the Employer, are hereby ORDERED to deduct from all disposable pay paid by you to the Employee the Wage Garnishment Amount described in Section 2 of this Order. You are ordered to begin deductions on the first pay day after you receive this Order. If the first pay day is within 10 days after you receive this Order, you may begin deductions on the second pay day after you receive this Order. You are ordered to continue deductions until you receive notification from the Creditor Agency to suspend or discontinue deductions. YOU are further ORDERED to pay the Creditor Agency all Wage Garnishment Amounts deducted by you under

this order within three (3) business days of the withholding. Employers are encouraged to make payments electronically, if possible, as follows:

16. ABA Routing No.: N/A	17. Account No.: N/A	18. Agency Location Code (ALC) No.: N/A
19. Account Title: N/A	20. Other information required (i.e., tracking no., deliver name, etc.): N/A	

Otherwise, mail checks (postmarked with 3 business days of the withholding) to:

21. Mailing address for check payments: US DEPARTMENT OF EDUCATION NATIONAL PAYMENT CENTER PO BOX 105081 ATLANTA GA 30348-5081
--

Section 2. WAGE GARNISHMENT AMOUNT.

(a) The Wage Garnishment Amount is \$ _____ per pay period in accordance with an agreement between the Creditor Agency and the Employee.

-OR-

(b) The Wage Garnishment Amount for each pay period is the lesser of:

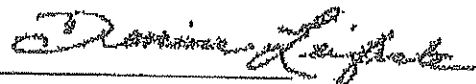
(1) 15 % of the Employee's disposable pay (not to exceed 15%);

(2) the garnishment amount set forth in 15 U.S.C. 1673(a)(2) (the amount by which the employee's disposable pay exceeds an amount equivalent to 30 times the minimum wage); or

(3) 25% of the Employee's disposable pay less the amounts withheld under the withholding orders with priority. A withholding order with priority is a valid, legally enforceable withholding order that either (1) was received by the Employer prior to this Order, or (2) is an order for family support regardless of date received. Upon termination of any withholding order with priority or upon receipt of an order for family support subsequent to the receipt of this Order, the amount withheld for this order shall be recalculated based on the formula described in this Section 2(b).

Note: The Employer may use the attached Wage Garnishment Worksheet to calculate the Wage Garnishment Amount.

CREDITOR AGENCY CERTIFICATION. The CREDITOR AGENCY hereby certifies that this Order is issued in accordance with the requirements of 31 U.S.C. 3720D and 31 C.F.R. 285.11 and is mailed to the Employer on the date shown above.



CREDITOR AGENCY SIGNATURE

Print Name: Denise Leifeste

WAGE GARNISHMENT WORKSHEET (SF-329C)

Notice to Employers: The Employer may use a copy of this Worksheet each pay period to calculate the Wage Garnishment Amount to be deducted from a debtor's disposable pay. Disposable pay includes, but is not limited to, salary, overtime, bonuses, commissions, sick leave and vacation pay. If section 2(a) of the Wage Garnishment Order specifies the dollar amount to be garnished, the employer does not need to complete this Worksheet.

Debtor Name PHYLLIS D STRECH

Social Security Number 157-35-6067

Pay Period Frequency (Select One):

* Weekly or less * Every other week * Two times per month * Monthly * Other (Specify: _____)

DISPOSABLE PAY COMPUTATION

1.	Gross Amount paid to Employee		
2.	Amounts Withheld:		
	a. Federal income tax		
	b. F.I.C.A. (social security)		
	c. Medicare		
	d. State tax (including income tax, unemployment, disability)		
	e. City/Local tax		
	f. Health insurance premiums		
	g. Involuntary retirement or pension plan payments		
3.	Total allowable deductions (Add lines a - g)		
4.	DISPOSABLE PAY (Line 1 minus Line 3)		

WAGE GARNISHMENT AMOUNT COMPUTATION

If the Employee's wage are not subject to any withholding orders with priority, skip to line 8.

5.	25% of Disposable Pay [Multiply line 4 by .25]	
6.	Total Amounts Withheld Under Other Wage Withholding Orders with Priority. See section 2(b) of the Order.	
7.	Amount to be withheld (Line 5 minus Line 6, if the result is less than zero, enter zero)	
8.	Amount equivalent to 30 times the Federal Minimum wage (\$7.25) If the employee is paid <u>Line 9 is</u> If the employee is paid <u>Line 9 is</u> Weekly or less 217.50 2x per month 471.25 Every other week 435.00 Monthly 942.50	
9.	Subtract line 7 from line 8. Enter the smaller amount.	
10.	Subtract line 9 from line 4. Enter the result.	
11.	WAGE GARNISHMENT AMOUNT Line 7, 8, or 10, whichever amount is the smallest	

EMPLOYER CERTIFICATION (ED-329D)

NOTICE TO EMPLOYERS: THE EMPLOYER MUST COMPLETE AND RETURN THIS CERTIFICATION TO THE CREDITOR AGENCY WITHIN 20 DAYS OF RECEIPT.

To be completed by Creditor Agency:

Date of this Order: 06/03/2015	Date Mailed to Employer: 06/03/2015	Creditor Agency Tracking No.: 1002432327
Creditor Agency: ALLIED INTERSTATE, INC.	Creditor Agency Mailing Address (include street address, city, state, zip code): US DEPARTMENT OF EDUCATION NATIONAL PAYMENT CENTER PO BOX 185081 ATLANTA GA 30348-5081	
Employee Name: PHYLLIS D STECZ		Employee Social Security No.: 157-35-6067

The remainder of the Employer Certification is to be completed by Employer:

Employer Name:		Employer Taxpayer Identifying Number:
Employer Address (for future correspondence on this matter):		Employer Contact Name:
Employer Telephone No.:	Employer Fax No.:	Employer E-mail Address:

Note: The Employer Taxpayer Identifying Number, required by 31 U.S.C. § 7701(c), will be used to collect and report any delinquent amounts owed by the Employer under this Order.

1. The Employer received the Wage Garnishment Order concerning the above named employee on _____.
2. Check one of the following: (Date)

- a. The above named Employee is currently employed with this Employer, or
- b. The above named Employee is no longer employed by this Employer.

Please provide the following information for employees no longer employed:

Employment Termination Date:	Employee's current employer (if known):
Employee's last known address and telephone no. (if known):	

Note: If the Employee is no longer employed with this Employer, the Employer does not need to complete the rest of this Certification. Sign and date this Certification on page 2 and return to the Creditor Agency.

3. Please provide the following information for the current pay period only. Or, you may attach a copy of a completed Wage Garnishment Worksheet to this Certification:

Gross amount paid to Employee (Indicate whether hourly, weekly, biweekly, etc.). \$	Wage Garnishment Amount: \$
Pay Interval (Select One): <input type="checkbox"/> Weekly or less <input type="checkbox"/> Every other week <input type="checkbox"/> Two times per month	
<input type="checkbox"/> Monthly <input type="checkbox"/> Other (Specify _____)	

4. If the Employee's wages are subject to withholding orders with priority, please complete the following: A withholding order with priority is one received by the Employer prior to this Order or an order for family support received at any time. Upon termination of the family support or prior withholding order, the amount withheld for this Order shall be increased.

List All Withholding Orders With Priority	Date Served On Employer	Approx. Date Withholding Expected To End (If known)

The person signing below hereby certifies that he or she is a duly authorized representative of the Employer, and that the above information is accurate to the best of his or her knowledge and belief.

SIGNATURE OF EMPLOYER REPRESENTATIVE _____

DATE _____

Print Name: _____

Title: _____

Telephone No.: _____

EXHIBIT B



October 5, 2018

Phyllis Stecz Hunter
6736 Georgia Ave
North Richland Hills, TX 76180

Request No.: 18-00124-PA

Dear Phyllis Stecz Hunter:

The U.S. Department of Education (ED) is responding to your request for certain records in its files pertaining to student loans. Pursuant to your request ED has conducted a search for the information.

Along with information that other laws require be withheld, or which is overly burdensome to furnish or involves internal concerns exclusively, any information related to personal privacy, financial institutions and banks, attorney-client privilege, and law enforcement activities will likewise be redacted from materials ED is furnishing. Authority for withholding certain types of documents or portions thereof is to be found in 5 U.S.C. 552 and or 5 U.S.C. 552a. Denials of information may be appealed to ED's Assistant Secretary for the Office of Management, in Washington, DC, provided the appeals are in writing.

You are requesting a copy of your Consolidated Promissory Note.

Enclosed is a copy of the Federal Direct Consolidation Loan and the loan history retrieved from NSLDS (National Student Loan Data System).

Phyllis Stecz Hunter
October 5, 2018
Page 2 of 2

I trust that this information has been helpful to you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Melissa Yancy-Venson', with a large, stylized loop at the end.

Melissa Yancy-Venson
Loan Analyst
Operations Service

**Direct
Loans**

William D. Ford Federal Direct Loan Program

Federal Direct Consolidation LoanOMB No. 1845-0053
Form Approved
Exp. Date 1/31/2005Borrower's Name **PHYLLIS D STECZ**Borrower's Social Security Number **457-35-6067****Section E: Repayment Plan Selection**

Carefully read the repayment plan information in "Direct Consolidation Loans" that accompanies this application and promissory note to understand your repayment plan options. Then, complete this section to select your repayment plan. Remember--

- All student loans must be repaid under the same repayment plan. Parent PLUS loans may be repaid under a different repayment plan.
- If you select the Income Contingent Repayment Plan, you must complete the "Repayment Plan Selection" and "Income Contingent Repayment Plan Consent to Disclosure of Tax Information" forms that accompany this application and promissory note. Your selection cannot be processed without these forms.
- If you want to consolidate a defaulted student loan(s) and you have not made a satisfactory repayment arrangement with your current holder(s), you must select the Income Contingent Repayment Plan.

31. Place an "X" in the box that corresponds to your repayment plan selection for each loan type. Note that Direct PLUS Consolidation Loans cannot be repaid under the Income Contingent Repayment Plan.

	Income Contingent	Standard	Extended	Graduated
STUDENT LOANS <i>Direct Subsidized and Unsubsidized Consolidation Loans</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PARENT LOANS <i>Direct PLUS Consolidation Loans</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section F: Promissory Note (Continued on reverse side)

To be completed and signed by borrower and spouse, if applicable.

Promise to Pay:

I promise to pay to the U.S. Department of Education (ED) all sums (hereafter "loan" or "loans") disbursed under the terms of this Promissory Note (note) to discharge my prior loan obligations, plus interest, and other fees that may become due as provided in this note. If I fail to make payments on this note when due, I will also pay collection costs including but not limited to attorney's fees and court costs. If ED accepts my application, I understand that ED will on my behalf send funds to the holder(s) of the loan(s) selected for consolidation in order to pay off this loan(s). I further understand that the amount of this loan will equal the sum of the amount(s) that the holder(s) of the loan(s) verified as the payoff balance(s) on that loan(s) selected for consolidation. My signature on this note will serve as my authorization to pay off the balance(s) of the loan(s) selected for consolidation as provided by the holder(s) of such loan(s).

This amount may be more or less than the estimated total balance I have indicated in Section D. Further, I understand that if any collection costs are owed on the loans selected for consolidation, these costs may be added to the principal balance of the consolidation loan.

I understand that this is a Promissory Note. I will not sign this note before reading it, including the text on the reverse side, even if I am

advised not to read the note. I am entitled to an exact copy of this note and a statement of the Borrower's Rights and Responsibilities. My signature certifies that I have read, understand, and agree, to the terms and conditions of this note, including the Borrower Certification and Authorization printed on the reverse side and the accompanying Borrower's Rights and Responsibilities.

If consolidating jointly with my spouse, we agree to the same terms and conditions contained in the Borrower Certification and Authorization. In addition, we confirm that we are legally married to each other and understand and agree that we are and will continue to be held jointly and severally liable for the entire amount of the debt represented by the Federal Direct Consolidation Loan without regard to the amounts of our individual loan obligations that are consolidated and without regard to any change that may occur in our marital status. We understand that this means that one of us may be required to pay the entire amount due if the other is unable or refuses to pay. We understand that the Federal Direct Consolidation Loan we are applying for will be cancelled only if both of us qualify for cancellation. We further understand that we may postpone repayment of the loan only if we provide ED with written requests that confirm Federal Direct Consolidation Loan Program deferment or forbearance eligibility for both of us at the same time.

I UNDERSTAND THAT THIS IS A FEDERAL LOAN THAT I MUST REPAY.32. Signature of Borrower **phyllis d stecz**

(Electronic Signature)

Date **09/18/2002**

Signature of Spouse (if consolidating jointly)

Date

Promissory Note (continued)**Governing Law and Notices**

This Promissory Note (note) applies to Federal Direct Consolidation Loans (Direct Consolidation Loans). In this note, the Higher Education Act of 1965, as amended, 20 U.S.C. 1070 et seq., and applicable U.S. Department of Education (ED) regulations are referred to as "the Act." The terms of this note will be interpreted according to the Act and other applicable federal statutes and regulations. Applicable state law, except as preempted by federal law, may provide for certain borrower rights, remedies, and defenses in addition to those stated in this note.

Disclosure of Terms

When the loan(s) that I am consolidating is paid off, I will be sent a Disclosure Statement and Repayment Schedule (disclosure). The disclosure will identify my Direct Consolidation Loan amount and additional terms of my loan. If I have questions about the information disclosed, I will contact ED. If the information in this note conflicts with the information in the disclosure, the disclosure will be controlling.

Important additional terms of this loan are disclosed in the statement of Borrower's Rights and Responsibilities accompanying this note.

I understand that my Direct Consolidation Loan may consist of up to three separate loan identification numbers depending on the loan(s) I choose to consolidate. These loan identification numbers will represent prior subsidized loans, prior unsubsidized loans, and prior parent PLUS loans. The Borrower's Rights and Responsibilities identifies which eligible loans are included in each of these categories. Each applicable loan identification number is represented by this note.

Interest

Except for interest ED does not charge me during an in-school, grace, or deferment period. I agree to pay interest on the principal amount of my Direct Consolidation Loan from the date of disbursement until the loan is paid in full or discharged. ED may add interest that accrues but is not paid when due to the unpaid principal balance of this loan, as provided under the Act. This is called capitalization.

Interest will be calculated according to the applicable formulas provided for by the Act.

The interest rate on my Direct Consolidation Loan will be based on the weighted average of the interest rates on the loans being consolidated, rounded to the nearest higher one-eighth of one percent, but shall not exceed 8.25%. This is a fixed interest rate, which means that the rate will remain the same throughout the life of the loan.

Late Charges and Collection Costs

If I fail to make any part of an installment payment within 30 days after it becomes due, ED may collect from me a late charge that will not exceed six cents for each dollar of each late installment. If I default on the loan, I will pay reasonable collection fees and costs, plus court costs and attorney's fees associated with collection of the debt.

Grace Period

My Direct Consolidation Loan will receive a grace period if I meet all of the following conditions: (1) I have at least one William D. Ford Federal Direct Loan (Direct Loan) Program loan or attend a Direct Loan school, (2) at least one Direct Loan or Federal Family Education Loan (FFEL) Program loan that I am consolidating is in an in-school period, and (3) my application for a Direct Consolidation Loan is received by ED prior to the end of my in-school period. A six-month grace period begins the day after I cease to be enrolled at least half time at an eligible school. (If my enrollment status changes to less than half time after I apply but before the first disbursement of my Direct Consolidation Loan, I will not have to make payments on my Direct Consolidation Loan for the number of months remaining in my grace period at the time the first disbursement is made.)

Repayment

Unless my Direct Consolidation Loan is in an in-school or grace period when it is disbursed, I must select a repayment plan. If I do not select a repayment plan, ED will choose a plan for me in accordance with ED's regulations. My first payment will be due within 60 days of the first disbursement of my Direct Consolidation Loan unless it is in an in-school, grace, or deferment period. A repayment schedule will be furnished to me and will establish repayment terms, including my payment amount and the length of my repayment period. Payments will be scheduled in monthly installments. The amount of my monthly payment may be adjusted to reflect changes in the variable interest rate. ED may adjust my repayment schedule if ED learns that any of the loans listed herein is not eligible to be consolidated. My repayment period will be up to 30 years in length, depending on the amount of my student loan indebtedness and my repayment plan. Any period for which ED has granted a deferment or forbearance will not be included in determining my repayment period.

I may prepay all or any part of the unpaid balance on my loan at any time without penalty. I agree to accept written notification of such pay off in lieu of receiving the original note.

Acceleration and Default

At the option of ED, the entire unpaid balance shall become immediately due and payable when either of the following events occurs: (i) I make false representation that results in my receiving a loan for which I am not eligible, or (ii) I default on the loan.

The following events shall constitute a default on a loan: (i) I fail to pay the entire unpaid balance after ED has exercised its option under the preceding paragraph; or (ii) I fail to make installment payments when due, or fail to comply with other terms of the loan, and ED reasonably concludes I no longer intend to honor my repayment obligation. My failure must have persisted for at least 270 days. If I default, ED will capitalize all outstanding interest into a new principal balance.

If I default, this will be reported to national credit bureau organizations and will significantly and adversely affect my credit rating. I acknowledge that a default shall have additional adverse consequences to me as disclosed in the Borrower's Rights and Responsibilities.

Following default, the loan may at ED's option, be subject to income contingent repayment in accordance with the Act.

Any notice required to be given to me will be effective when mailed by first class mail to the latest address that ED has for me. I will immediately notify ED of any change of my address. Failure by ED to enforce or insist on compliance with any term on this note shall not waive any right of ED. No provision of this note may be changed or waived except in writing by ED. If any provision of this note is determined to be unenforceable, the remaining provisions shall remain in force.

Borrower Certification and Authorization

I declare under penalty of perjury that the following is true and correct:

- (1) I certify that the information provided by me and my spouse, if applicable, in this note is true, complete, and correct to the best of my knowledge and belief and is made in good faith.
- (2) I certify that I do not now owe a refund on a Federal Pell Grant, Basic Educational Opportunity Grant, Federal Supplemental Educational Opportunity Grant, or a State Student Incentive Grant, or if I owe a refund, I have made satisfactory arrangements with the holder to repay the amount owed. I further certify that I am not now in default on any loan I am consolidating or, if I am in default, I have either made a satisfactory repayment arrangement with the holder of that defaulted loan, or I will repay under the income contingent repayment plan. I understand that income contingent repayment is not available for the parent PLUS loan portion of my Direct Consolidation Loan.
- (3) I certify that all of the loans selected have been used to finance my education, my spouse's education, or my child's education.
- (4) I certify that I do not have any other application pending for a Federal Consolidation Loan with any other lender. If my student loans are in a grace or repayment period and if none of the loans I am consolidating is a Direct Loan Program loan, I further certify that I have sought and been unable to obtain a Federal Consolidation Loan from a FFEL Program lender, or a lender would not provide me with a Federal Consolidation Loan with income-sensitive repayment terms acceptable to me. If I have parent PLUS loans and none of the loans I am consolidating is a Direct Loan Program loan, I further certify that I have sought and been unable to obtain a Federal Consolidation Loan from a FFEL Program lender. If, however, I am consolidating jointly with my spouse, only one borrower, my spouse or I, must have sought a Federal Consolidation Loan from a FFEL Program lender.
- (5) I understand that this loan shall, to the extent used to discharge loans that I have selected, count against the applicable aggregate loan limits under the Act.
- (6) I understand that the amount of my Direct Consolidation Loan is the sum of the balance(s) of my outstanding eligible loan(s) that I have chosen to consolidate. My outstanding balance on each loan to be consolidated includes unpaid principal, unpaid accrued interest, and late charges as defined by federal regulations and as certified by each holder. Collection costs may also be included. For a Direct Loan or FFEL Program loan that is in default, ED limits collection costs that may be charged to the borrower to no more than those currently authorized under the FFEL Program and may impose reasonable limits on collection costs paid to the holder. If the amount ED advances to my holder(s) exceeds the amount needed to pay off the balance(s) of the selected loan(s), I understand that the holder will refund the excess to ED for application against the outstanding balance of this loan. If the amount that ED advances to my holder(s) is less than the amount needed to pay off the balance(s) of the loan(s) selected for consolidation, ED will include the remaining amount in this loan unless I pay the remaining balance myself.
- (7) I authorize ED to contact the holder(s) identified on my application to determine the eligibility and/or payoff amount for the loan(s) I have identified. I further authorize release to ED or its agent any information required to consolidate my education loan(s) pursuant to the Act.
- (8) I authorize ED to issue the proceeds of my Direct Consolidation Loan to the holder(s) of the loan(s) so selected to discharge the debt.
- (9) I authorize ED to investigate my credit record and report information concerning my loan status to proper persons and organizations authorized to receive this information.
- (10) I authorize the release of information pertinent to this loan: (i) by my school(s) and ED, to members of my immediate family unless I submit written direction otherwise; and (ii) by and amongst my school(s), ED, and their agents.
- (11) I authorize my school(s), ED, and their agents, to verify my social security number with the Social Security Administration (SSA) and, if the number on my loan record is incorrect, then I authorize SSA to disclose my correct social security number to these parties.

Direct Loans

William D. Ford Federal Direct Loan Program

Federal Direct Consolidation Loan

OMB No. 1845-0053
Form Approved
Exp. Date 1/31/2005

Important Notices

Privacy Act Disclosure Notice

The Privacy Act of 1974 (5 U.S.C. 552a) requires that we disclose to you the following information:

The authority for collecting this information is §451 et seq. of the Higher Education Act of 1965, as amended (the HEA) (20 U.S.C. §1807a et seq.). The principal purposes for collecting this information are to determine your eligibility for a Federal Direct Consolidation Loan that is made under the William D. Ford Federal Direct Loan (Direct Loan) Program, to document your agreement to repay this loan, and to identify and locate you if it is necessary to enforce the loan.

We ask that you provide the information requested on this Federal Direct Consolidation Loan Application and Promissory Note (application and promissory note) on a voluntary basis. However, you must provide all of the requested information that is available to you so the Department may process the application and promissory note because the Department needs the information to consolidate your loans into a Federal Direct Consolidation Loan.

The information in your file may be disclosed to third parties as authorized under routine uses in the Privacy Act notices called "Title IV Program Files" (originally published on April 12, 1994, *Federal Register*, Vol. 59, p. 17351) and "National Student Loan Data System" (originally published on December 20, 1994, *Federal Register*, Vol. 59, p. 65532). Thus, this information may be disclosed to parties that we authorize to assist us in administering the Federal student aid programs, including contractors that are required to maintain safeguards under the Privacy Act. Disclosures may also be made for verification of information, determination of eligibility, enforcement of conditions of the loan or grant, debt collection, and the prevention of fraud, waste, and abuse and these disclosures may be made through computer matching programs with other Federal agencies. Disclosures may be made to determine the feasibility of entering into computer matching agreements. We may send information to members of Congress if you ask them in writing to help you with Federal student aid questions. If we are involved in litigation, we may send information to the Department of Justice (DOJ), a court, adjudicative body, counsel, or witness if the disclosure is related to financial aid and certain other conditions are met. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for consideration of action and we may disclose to DOJ to get its advice related to the Title

IV, HEA programs or questions under the Freedom of Information Act. Disclosures may be made to qualified researchers under Privacy Act safeguards. In some circumstances involving employment decisions, grievances, or complaints or involving decisions regarding the letting of a contract or making of a grant, license, or other benefit, we may send information to an appropriate authority. In limited circumstances, we may disclose to a Federal labor organization recognized under 5 U.S.C. Chapter 71.

Because we request your social security number (SSN), we must inform you that we collect your SSN on a voluntary basis, but section 484(a)(4) of the HEA (20 U.S.C. 1091(a)(4)) provides that, in order to receive any grant, loan, or work assistance under Title IV of the HEA, a student must provide his or her SSN. Your SSN is used to verify your identity, and as an account number (identifier) throughout the life of your loan(s) so that data may be recorded accurately.

Financial Privacy Act Notice

Under the Right to Financial Privacy Act of 1978 (12 U.S.C. 3401-3421), ED will have access to financial records in your student loan file maintained in compliance with the administration of the Direct Loan Program.

Paperwork Reduction Notice

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for this information collection is 1845-0053. The time required to complete this information collection is estimated to average 1.0 hour (60 minutes) per response, including the time to review instructions, search existing data resources, gather and maintain the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving the form, please write to: U.S. Department of Education, Washington, DC 20202-4651. If you have any comments or concerns regarding the status of your individual submission of this form, write directly to:

U.S. Department of Education
Consolidation Department
Loan Origination Center
P.O. Box 242800
Louisville, KY 40224-2800

Transaction History

Below is a summary of actions that you completed during the electronic consolidation application and promissory note process:

Your identity was confirmed by the PIN web site on	09/18/2002 at 11:54:38 CT
You agreed to use an electronic consolidation application and promissory note on	09/18/2002 at 12:54:59 ET
You confirmed that you read, understood, and agreed to the statement of Borrower's Rights and Responsibilities on	09/18/2002 at 13:05:39 ET
You reviewed your draft consolidation application and promissory note and confirmed that you read, understood, and agreed to the Certification and Authorization, Promise to Pay, Disclosure of Terms, and Important Notices on	09/18/2002 at 13:08:36 ET
You signed your consolidation application and promissory note on	09/18/2002 at 13:09:39 ET
You reviewed your signed consolidation application and promissory note and entered your Confirmation Code on	09/18/2002 at 13:14:57 ET
You confirmed your acceptance of the terms and conditions of this consolidation application and promissory note and submitted it to us on	09/18/2002 at 13:15:20 ET
Your consolidation application and promissory note Confirmation Code is:	A50

Federal Student Aid
An Office of the U.S. Department of Education

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the AMERICAN MIND

National Student Loan Data System (NSLDS)



Menu **Aid** **Enroll** **Org** **Report**

Loan History | Overpayment List | Grants | Delinquent Borrowers | Exit Counseling History | Student Contact Info | Student Access Interface |
Reaffirmation History | Perkins Submittal | SSN Conflict

SSN: First Name: DOB: (MMDDCCYY) Name Search

Award ID:

FSA ID: MELISSA YANCY-VENSON logged on as: MELISSA YANCY-VENSON from Department of Education Region 5 // ED5MRV

PHYLLIS D STECZ HUNTER

***A*-6067

DOB: 07/23/1962



Defaulted

Loan History

Aggregate Loan Information

Loan Type	Outstanding Principal Balance	Pending Disbursements	Total
Undergraduate Award Year: 1995 ①			
Subsidized Loans	\$14,474	\$0	\$14,474
Unsubsidized Loans	\$1,300	N/A	\$1,300
Combined Loans	\$15,774	\$0	\$15,774
Consolidation Loans, Unallocated	\$4,967		\$4,967
Graduate Award Year: 1996 ①			
Subsidized Loans	\$8,500	\$0	\$8,500
Unsubsidized Loans	\$9,999	\$0	\$9,999
Combined Loans	\$18,499	\$0	\$18,499
Consolidation Loans, Unallocated	\$5,854		\$5,854
Totals			
Subsidized Loans	\$22,974	\$0	\$22,974
Unsubsidized Loans	\$11,299	\$0	\$11,299
Combined Loans	\$34,273	\$0	\$34,273
Consolidation Loans, Unallocated	\$10,821		\$10,821
Other			
Perkins Loans	N/A		N/A

Master Promissory Notes

MPN Type	Code	PLUS Borrower
Direct Stafford	N	N/A
Direct PLUS	N	N/A

Loan Summary

Sort by:

Display Only:

Currently Sorted by LOAN DATE. No filtering

D5 - DIRECT CONSOL UNSUB

Status: D2 as of 09/14/2012

Loan Detail

Approved Amt:	\$14,894	Disbursed Amt:	\$14,895	OPB:	\$15,343	Agg. OPB:	\$11,299
Loan Date:	10/09/2002	Sep. Loan Ind:	A	Loan Period:	N/A - N/A		
Last Disb. Date:	10/09/2002	Last Disb. Amt:	\$14,895	Acad. Lv:	N/A		
ED Servicer:	DEBT MANAGEMENT AND COLLECTIONS SYSTEM - 556						

D6 - DIRECT CONSOL SUB

Status: DF as of 09/22/2013

Loan Detail

Approved Amt:	\$30,199	Disbursed Amt:	\$30,200	OPB:	\$31,109	Agg. OPB:	\$22,974
Loan Date:	10/09/2002	Sep. Loan Ind:	A	Loan Period:	N/A - N/A		
Last Disb. Date:	10/09/2002	Last Disb. Amt:	\$30,200	Acad. Lv:	N/A		
ED Servicer:	DEBT MANAGEMENT AND COLLECTIONS SYSTEM - 556						

SU - FFEL STAFFORD UNSUB

Status: DN as of 10/10/2002

TEXAS WESLEYAN UNIVERSITY - SCHOOL OF LAW - 00364501

Loan Detail

Guaranteed Amt:	\$10,000	Disbursed Amt:	\$10,000	OPB:	\$0	Agg. OPB:	\$0
Loan Date:	09/14/1995	Sep. Loan Ind:	A	Loan Period:	08/22/1995 - 05/15/1996		
Last Disb. Date:	01/04/1996	Last Disb. Amt:	\$5,000	Acad. Lv:	A		
GA:	PENNSYLVANIA HIGHER EDUC. ASST. AGENCY - 742						
Servicer:	AMERICAN EDUCATION SERVICES - 700141						

SF - FFEL STAFFORD SUB

Status: DN as of 10/10/2002

TEXAS WESLEYAN UNIVERSITY - SCHOOL OF LAW - 00364501

Loan Detail

Guaranteed Amt:	\$8,500	Disbursed Amt:	\$8,500	OPB:	\$0	Agg. OPB:	\$0
Loan Date:	09/13/1995	Sep. Loan Ind:	A	Loan Period:	08/22/1995 - 05/15/1996		
Last Disb. Date:	01/04/1996	Last Disb. Amt:	\$4,250	Acad. Lv:	A		
GA:	PENNSYLVANIA HIGHER EDUC. ASST. AGENCY - 742						
Servicer:	AMERICAN EDUCATION SERVICES - 700141						

SF - FFEL STAFFORD SUB

Status: DN as of 10/21/2002

TEXAS WESLEYAN UNIVERSITY - 00364500

Loan Detail

Guaranteed Amt:	\$5,500	Disbursed Amt:	\$5,500	OPB:	\$0	Agg. OPB:	\$0
Loan Date:	08/25/1994	Sep. Loan Ind:	A	Loan Period:	08/25/1994 - 05/19/1995		
Last Disb. Date:	01/09/1995	Last Disb. Amt:	\$2,750	Acad. Lv:	4		
GA:	TEXAS GUARANTEED STUDENT LOAN CORP. - 748						
Servicer:	STUDENT LOAN MARKETING ASSOCI/TEXAS - 700079						

SL - SUPPLEMENTAL LOAN-SLS

Status: DN as of 10/21/2002

TEXAS WESLEYAN UNIVERSITY - 00364500

Loan Detail

Guaranteed Amt:	\$1,300	Disbursed Amt:	\$1,300	OPB:	\$0	Agg. OPB:	\$0
Loan Date:	04/19/1994	Sep. Loan Ind:	A	Loan Period:	08/26/1993 - 05/13/1994		
Last Disb. Date:	04/27/1994	Last Disb. Amt:	\$1,300	Acad. Lv:	4		
GA:	TEXAS GUARANTEED STUDENT LOAN CORP. - 748						
Lender:	SLM ECFC - 831474						

SF - FFEL STAFFORD SUB

Status: DN as of 10/21/2002

TEXAS WESLEYAN UNIVERSITY - 00364500

Loan Detail

Guaranteed Amt:	\$2,300	Disbursed Amt:	\$2,300	OPB:	\$0	Agg. OPB:	\$0
Loan Date:	08/31/1993	Sep. Loan Ind:	A	Loan Period:	08/26/1993 - 05/13/1994		
Last Disb. Date:	01/04/1994	Last Disb. Amt:	\$2,300	Acad. Lv:	4		
GA:	TEXAS GUARANTEED STUDENT LOAN CORP. - 748						
Servicer:	NELNET LOAN SERVICES INC. (DEN) - 700121						

SF - FFEL STAFFORD SUB

Status: DN as of 10/21/2002

TEXAS WESLEYAN UNIVERSITY - 00364500

Loan Detail

Guaranteed Amt:	\$3,200	Disbursed Amt:	\$3,200	OPB:	\$0	Agg. OPB:	\$0
Loan Date:	08/25/1993	Sep. Loan Ind:	A	Loan Period:	08/26/1993 - 05/13/1994		
Last Disb. Date:	01/04/1994	Last Disb. Amt:	\$3,200	Acad. Lv:	4		
GA:	TEXAS GUARANTEED STUDENT LOAN CORP. - 748						
Servicer:	NELNET LOAN SERVICES INC. (DEN) - 700121						

SF - FFEL STAFFORD SUB

Status: DN as of 10/21/2002

TEXAS WESLEYAN UNIVERSITY - 00364500

Loan Detail

Guaranteed Amt:	\$3,474	Disbursed Amt:	\$3,474	OPB:	\$0	Agg. OPB:	\$0
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Loan Date:	02/08/1993	Sep. Loan Ind:	A	Loan Period:	01/14/1993 - 05/14/1993
Last Disb. Date:	03/16/1993	Last Disb. Amt:	\$3,474	Acad. Lv:	3
GA:	TEXAS GUARANTEED STUDENT LOAN CORP - 748				
Servicer:	NELNET LOAN SERVICES INC. (DEN) - 700121				

Notes:

- ① For the determined award year and academic level displayed, the dependency status is/was independent:
- ☐ Amount includes capitalized interest.

PRIVACY ACT OF 1974 (AS AMENDED)

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS Phyllis Darlene Stecz-Hunter (b) County of Residence of First Listed Plaintiff <u>Tarrant</u> (EXCEPT IN U.S. PLAINTIFF CASES) (c) Attorneys (Firm Name, Address, and Telephone Number) pro se	DEFENDANTS Department of Education, General Counsel, Deputy General Counsel Allied Interstate, LLC County of Residence of First Listed Defendant _____ (IN U.S. PLAINTIFF CASES ONLY) NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED. Attorneys (If Known) _____
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II. BASIS OF JURISDICTION (Place an "X" in One Box Only) <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 2 U.S. Government Defendant </div> <div style="width: 48%;"> <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III) </div> </div>	III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant) <table style="width: 100%; border: none;"> <tr> <th style="text-align: left; border: none;">Citizen of This State</th> <th style="text-align: center; border: none;">PTF DEF</th> <th style="text-align: center; border: none;"><input checked="" type="checkbox"/> 1 <input type="checkbox"/> 1</th> <th style="text-align: left; border: none;">Incorporated or Principal Place of Business In This State</th> <th style="text-align: center; border: none;">PTF DEF</th> <th style="text-align: center; border: none;"><input type="checkbox"/> 4 <input type="checkbox"/> 4</th> </tr> <tr> <td style="border: none;">Citizen of Another State</td> <td style="text-align: center; border: none;"><input type="checkbox"/> 2 <input type="checkbox"/> 2</td> <td style="text-align: center; border: none;"><input type="checkbox"/> 2 <input type="checkbox"/> 2</td> <td style="border: none;">Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center; border: none;"><input type="checkbox"/> 5 <input type="checkbox"/> 5</td> <td style="text-align: center; border: none;"><input type="checkbox"/> 5 <input type="checkbox"/> 5</td> </tr> <tr> <td style="border: none;">Citizen or Subject of a Foreign Country</td> <td style="text-align: center; border: none;"><input type="checkbox"/> 3 <input type="checkbox"/> 3</td> <td style="text-align: center; border: none;"><input type="checkbox"/> 3 <input type="checkbox"/> 3</td> <td style="border: none;">Foreign Nation</td> <td style="text-align: center; border: none;"><input type="checkbox"/> 6 <input type="checkbox"/> 6</td> <td style="text-align: center; border: none;"><input type="checkbox"/> 6 <input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	PTF DEF	<input checked="" type="checkbox"/> 1 <input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	PTF DEF	<input type="checkbox"/> 4 <input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2 <input type="checkbox"/> 2	<input type="checkbox"/> 2 <input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5 <input type="checkbox"/> 5	<input type="checkbox"/> 5 <input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 <input type="checkbox"/> 3	<input type="checkbox"/> 3 <input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6 <input type="checkbox"/> 6	<input type="checkbox"/> 6 <input type="checkbox"/> 6
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 <input type="checkbox"/> 3	<input type="checkbox"/> 3 <input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6 <input type="checkbox"/> 6	<input type="checkbox"/> 6 <input type="checkbox"/> 6														

IV. NATURE OF SUIT (Place an "X" in One Box Only)			Click here for: Nature of Suit Code Descriptions.		
CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	FORFEITURE/PENALTY <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	OTHER STATUTES <input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input checked="" type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only) <div style="display: flex; justify-content: space-between;"> <div style="width: 33%;"> <input checked="" type="checkbox"/> 1 Original Proceeding <input type="checkbox"/> 2 Removed from State Court </div> <div style="width: 33%;"> <input type="checkbox"/> 3 Remanded from Appellate Court <input type="checkbox"/> 4 Reinstated or Reopened </div> <div style="width: 33%;"> <input type="checkbox"/> 5 Transferred from Another District (specify) _____ <input type="checkbox"/> 6 Multidistrict Litigation - Transfer </div> <div style="width: 33%;"> <input type="checkbox"/> 8 Multidistrict Litigation - Direct File </div> </div>
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VI. CAUSE OF ACTION	Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 5 USC Sec. 552; 5 USC 552a; 34 CFR Sec. 5b; UCC 3.804-805 Brief description of cause: _____
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VII. REQUESTED IN COMPLAINT:	<input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.	DEMAND \$ 200,000.00	CHECK YES only if demanded in complaint: JURY DEMAND: <input type="checkbox"/> Yes <input type="checkbox"/> No
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VIII. RELATED CASE(S) IF ANY (See instructions):	JUDGE _____	DOCKET NUMBER _____
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DATE	SIGNATURE OF ATTORNEY OF RECORD
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FOR OFFICE USE ONLY			
RECEIPT #	AMOUNT <u>400</u>	APPLYING IFP	JUDGE MAG. JUDGE
FW032185			